



**Order under Section 87 / 89
Residential Tenancies Act, 2006**

Citation: Le v Lamba, 2026 ONLTB 17006

Date: 2026-03-02

File Number: LTB-L-093772-24

In the matter of: 802, 60 ANNIE CRAIG DR
ETOBICOKE ON M8V0C5

Between: Lan Thi Xuan Le Landlord

And

Harsahib Lamba Former Tenant

Lan Thi Xuan Le (the 'Landlord') applied for an order requiring Harsahib Lamba (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also applied for an order requiring the Former Tenant to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on February 12, 2026.

Only the Landlord's agent Ngoc Nguyen (Gary) attended the hearing.

As of 2:54p.m., the Former Tenant was not present or represented at the hearing.

Determinations:

1. As explained below, the Landlord's application is dismissed.
2. This matter was previously scheduled at the Board on October 6, 2025. The matter was adjourned at the Landlord's request so they could serve a copy of their L10 application along with the new Notice of Hearing to the Former Tenant.
3. I am not satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.

4. The certificate of service indicates that on October 30, 2025, the Landlord served a copy of the L10 application and Notice of Hearing to the Former Tenant via email.
5. Service of documents by email to the Former Tenant is permitted under Rule 3.3(c) of the LTB's Rules of Procedure. This rule establishes a two part test, and it states that a document may be served on a former tenant(s) no longer in possession of a rental unit by email if: *(1) during the tenancy the tenant or former tenant had consented in writing to service by email; and (2) if it can be proven that the contents actually came to the attention of the tenant or former tenant.*
6. The Landlord's agent provided a copy of the lease agreement which confirmed that during the tenancy the Former Tenant consented in writing to service by email. However, the Landlord's agent did not provide sufficient evidence to establish that the notice of hearing and the application came to the attention of the Former Tenants. The Landlord's agent produced a copy of an email he had purportedly sent to the Former Tenant. I take note that this email contained only an attachment of the copy of the Certificate of the service, and the date of this email is not ascertainable. Another document he relied on was email correspondences dated 2023/2024. The evidence adduced by the Landlord's agent does not sufficiently establish that the documents came to the attention of the Former Tenants. The Landlord's agent did not provide evidence of either a read receipt confirmation from the Former Tenant, or an email reply from the Former Tenant confirming that the documents (L10 Application and Notice of hearing) that the Landlord's agent purportedly sent to the Former Tenant on October 30, 2025, had come to the Former Tenant's attention. This is evidence I would have reasonably expected the Landlord's agent to adduce to substantiate compliance with Rule 3.3(c) of the LTB's Rules of Procedure. Accordingly, I am not satisfied the Landlord has complied with this rule.
7. The Landlord's agent does not know where the Former Tenant currently resides. He did not provide sufficient evidence as to the efforts he had taken, or will take, to locate the Former Tenant, or provide sufficient evidence as to how the Landlord would be able to effect service in accordance with the Board's Rules of Procedure or the Act or through an alternative method of service. The matter was already previously adjourned so the Landlord could take the appropriate steps to effect service onto the Former Tenant. Accordingly, I was not satisfied that the Landlord would be able to perfect service on to the Former Tenant in accordance with the Board's Rules of Procedure or the Act if another adjournment was granted for this purpose.
8. For the above noted reasons, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 2, 2026
Date Issued

Inderdeep Padma
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.